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however, that labor is a commodity and that association agreements which stifle competition between the members of an association are void. *Moore v. Bennett*, 140 Ill. 69.

CORPORATIONS—NOTES—PERSONAL LIABILITY OF OFFICERS.—AUNGST v. CREQUE, 74 N. E., 1073 (OHIO.).—*Held*, that a promissory note which reads "thirty days after date we promise to pay," etc., and signed "The Akron White Sand and Stone Co., H. K. Mihills, Sec'y and Treas., D. B. Aungst, Pres.," is, on its face, the note of the company alone and is not the note of H. K. Mihills and D. B. Aungst, and the latter are not personally bound thereon.

Although the above decision is in harmony with the law in some jurisdictions, there is a great conflict between the various states and no definite rule can be laid down in this country as to how a note, signed as in the present case, will be construed. Thus where a note is made out "we promise to pay," etc., and signed "A B Company, C D Pres.," some states hold that parole testimony is inadmissible and the company is alone liable. *Liebscher v. Kraus*, 71 Wis. 387. On the same set of facts other states hold that parole testimony is inadmissible but that the agent is personally liable. *Mathews v. Dubuque Mattress Co.*, 87 Iowa, 246. While still other states admit parole testimony to remove the ambiguity. *Case Mfg. Co. v. Saxman*, 138 U. S. 431; *Bean v. Mining Co.*, 66 Cal. 451. The same confusion of decisions exist when the name of the company appears in the margin of the instrument and it is signed by "A. B. Pres." Compare *Carpenter v. Farnsworth*, 106 Mass. 561; *National Bank v. Clark*, 139 N. Y. 307; and *Franklin v. Johnson*, 147 Ill. 520.

CRIMINAL LAW—SELF DEFENSE—DUTY TO RETREAT.—STATE v. GARDNER, 971 N. W. (MINN.). 971.—In a trial of homicide, in which there is an attempted justification by self defense, *held*, that it is reversible error to charge that such justification can not be made out unless accused in good faith endeavored to escape.

The application of the doctrine "retreat to the wall," as stated in Coke (3 *Inst.* 55), has been undergoing a change in this country in recent years and in some of the jurisdictions has been positively relaxed. *State v. Matthews*, 148 Mo. 185; *Runyan v. State*, 57 Ind. 80. The Supreme Court, in recent cases, *Beard v. United States*, 158 U. S. 550, and *Rowe v. U. S.*, 164 U. S. 546, has approved of the modifications of the old common law doctrine and held that a person "was not obliged to retreat" under the circumstances. The reason for this change appears to be the general introduction of firearms, and the recognition by courts that self-defense should not be distorted by an unreasonable requirement of the duty to retreat, into self-destruction. *Duncan v. State*, 49 Ark. 543.

EVIDENCE—LEASES—COLLATERAL AGREEMENTS.—GREENE v. KERR, 95 N. Y. SUPP. 569.—*Held*, that an oral agreement to repair during the term as distinguished from repairs to be made before the tenancy commenced is not collateral to the written lease and is inadmissible in an action for rent.

The language of this ruling cannot be reconciled with the case of *Morgan v. Griffith*, L. R., 6 Exch. 70. Both decisions are, however, consistent with the undisputed rule that oral conditions, precedent to the obligation of a written contract, may be shown, and, with its corollary, that a condition subsequent must be contained in the writing to be enforceable. *Pym v. Campbell*, 6 E. & B. 370; *Davis v. Jones*, 17 C. B. 625. Apparent inconsistencies